

TOLLING AGREEMENT FOR CLAIMS UNDER
CERCLA RELATING TO THE NELSON TUNNEL/
COMMODORE WASTE ROCK PILE SUPERFUND SITE

The United States, on behalf of the United States Environmental Protection Agency ("EPA"), and Hecla Limited, CoCa Mines, Inc., and Creede Resources, Inc. (collectively, the "Potential Defendants"), each a "Party" and collectively the "Parties" enter into this Tolling Agreement to facilitate settlement negotiations between the United States and the Potential Defendants with respect to potential cost recovery claims arising under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607(a), for costs incurred in responding to alleged releases at the Nelson Tunnel/Commodore Waste Rock Pile Superfund Site near Creede, Colorado in the Willow Creek watershed in Mineral County, Colorado (the "Tolled Claims"), without thereby altering the claims or defenses available to any Party thereto with respect to the Tolled Claims, except as specifically provided herein:

The parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period of time commencing on May 22, 2013, and ending on November 22, 2013, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Potential Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defenses of laches, estoppel or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time against the Potential Defendants during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgement of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgement on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be extended or modified except in a writing signed by all of the Parties.

6. It is understood that the United States may terminate settlement negotiations and this Tolling Agreement, and the United States may commence suit at any time, effective five (5) business days after receipt of written notice to Potential Defendants of said termination. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the Potential Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Tolling Agreement is not intended to waive or otherwise affect any claims or defenses of the Potential Defendants by or against the United States.

9. This Tolling Agreement is not intended to waive or otherwise affect any claims by or against third parties.

10. The United States, on behalf of the EPA, and Potential Defendants shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolleed Claims, regardless of any corporate or document retention policy to the contrary. After the Tolling Period, the obligations of the United States and the Potential Defendants to preserve and maintain documents shall be dictated by any applicable rules or statutes.

11. This Tolling Agreement is effective upon execution by the parties hereto, and without the requirement of filing with the Court, and may be signed in counterparts.

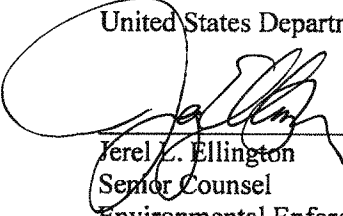
12. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

13. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Tolling Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency and upon Potential Defendants and their successors.

SIGNATURES

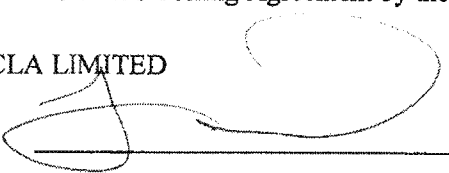
The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this ^{22nd}_{23rd} day of May, 2013.

Robert D. Brook
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice


Jerel L. Ellington
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

Hecla Limited, CoCa Mines, Inc., and Creede Resources, Inc., consent to the terms and conditions of this Tolling Agreement by their duly authorized representatives.

HECLA LIMITED

By: 

Its: Lawrence P. Radford - V.P.

Date: 5/22/13

CoCA MINES, INC.

By: 

Its: Alan MacPhee - President & Treasurer

Date: 5/22/13

CREEDE RESOURCES, INC.

By: 

Its: Tami D. Whitman - Secretary

Date: 5/22/13